

433-93

PROTECTIVE COVENANTS

Madeline Jacobson Properties, Inc.,)
a Nebraska corporation,)
to)
Whom It May Concern:)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Madeline Jacobson Properties, Inc., a corporation, sole owner of Lots 1 to 83 inclusive in Roxbury, a Subdivision located in the Northeast Quarter of the Northwest Quarter and the Northeast Quarter of Section 8, Township 14 North, Range 12 East of the 6th P. M., Douglas County, Nebraska, for the mutual protection of the present owner and subsequent owners of any of said lots, does hereby covenant and declare that said lots numbered 1 to 7 inclusive, and lots numbered 9 to 83 inclusive, shall be owned, conveyed, and used under and subject to the following covenants, conditions, easements, and restrictions herein set forth.

1. That said lots shall be used for residential and institutional purposes only.
2. No building shall be erected on any of said residential lots nearer than 35 ft. to the front lot line. No building shall be erected on any of said residential lots nearer than 7 ft. to any interior lot line. No building shall be erected on any of said residential lots nearer than 25 ft. to the rear lot line.
3. No one-story dwelling shall have a ground floor area of less than 900 square feet. No one and one-half story dwelling or two-story dwelling shall have a ground floor area of less than 800 square feet. Each unit of a duplex must have a minimum ground floor area of 700 square feet. In the case of split-entry type of construction wherein a portion of the ground floor area is below grade or in the basement, a minimum of 800 square feet must be on the ground floor area and a minimum of 150 square feet in the area below grade or in the basement. That said areas are exclusive of porches and attached garages.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected upon or used on any lot at any time as a residence, either temporarily or permanently. No dwelling constructed outside Roxbury Addition shall be moved on to any of the lots covered by these covenants.
5. No noxious or offensive activity shall be conducted or permitted on any lot, nor shall anything be done or suffered thereon which may be or may become an annoyance or a nuisance.

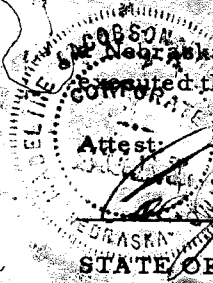
9. A perpetual license is hereby reserved in favor of and granted to Northwestern Bell Telephone Company and Omaha Public Powr District, their successors, lessees and assigns to repair, erect, maintain, operate and renew underground cables or conduits or poles with the necessary supports, sustaining wires, crossarms, guys and anchors, and other instrumentalities and to extend thereon wires for carrying and transmission of electric current for light, heat and power, and for telephone, telegraph and message purposes along, under and over the rear 5 feet of said lots and 5 feet on each side of said lots. The said reservations and license shall include the right to excavate, trim or remove trees, shrubs, vegetation or other improvements thereon if necessary provided, however, that said side lot line easement is granted upon the specific conditions that if both of said utility companies fail to construct poles and wires, buried cables, along any of said side lot lines within 36 months of the record date hereof, or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, this side lot line easement shall automatically terminate and become as to such, unused or abandoned easementways.

10. No building shall be erected on any of said lots without the prior written approval of plans and specifications by Madeline Jacobson Properties, Inc., a corporation, or its duly authorized agent.

The foregoing covenants shall run with the land and each person taking title to any of the said lots agrees to be bound by any of the said covenants the same as if written into the instrument under which the person acquires title to said lot or parcel of ground.

The covenants shall be binding upon all persons for a period of 30 years from and after the date of recording of this instrument unless extended or modified by an instrument in writing executed by the owners of two-thirds (2/3) of all of the above described lots, which instrument is recorded as provided by law. Each of the covenants contained herein is severable and separate. Invalidation of any one of these covenants by judgment or court order shall in no way affect the validity and enforceability of any of the other covenants or restrictions herein contained.

IN WITNESS WHEREOF, Madeline Jacobson Properties, Inc., Nebraska Corporation, being the owner of all said real estate, has executed these Covenants this 22nd day of October, 1965.



Attest: [Signature]
Secretary

By: [Signature]
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the day and year last above written before me, the undersigned, a Notary Public in and for the State of Nebraska, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of my office.